

SPECIAL TERMS AND CONDITIONS

OPEN TENDER ref: ENQ:17:PS:0005:PUR:54 DT:21-11-2017 DUE ON: 28-11-2017 FOR THE SUPPLY OF CHEMICALs to BHEL Site Office DARLIPALI 2X800 MW STPP P.O DARLIPALI , SUNDARGARH- District. ODHISA- 770 072

1. This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in> (For e-procurement assistance & training, bidders may contact mjunction CHENNAI helpdesk Mr. Khaja Mohideen, Mobile : +91 8056111993 email- akhaja.mohideen@mjunction.in & Mr. Arjit Das /+91 - 9163348286, arjit.das@mjunction.in ; papiya.banerjee@mjunction.in Ph.no: 044-64624733/34/35 and may Contact mjunction KOLKATTA help desk 033-66011717 Mobile +91 9163348284 / +91 91633 48283 e-mail: eps.customercare@mjunction.in between 9:30 am till 5:30 pm between 9:30 am till 5:30 pm.) Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

TECHNICAL OFFER:

1. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).
2. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)
3. Duly filled all annexures (To be attached in Attachment section).
4. Pre-qualifying documents with all credentials (To be attached in Attachment section)
5. Unpriced RATE SCHEDULE (To be attached in Unpriced bid Attachment section).

PRICE BID:

1. Duly filled in RATE Schedule as per format given. (To be attached in price bid Attachment section)
2. The Rates Quoted should be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Supplier should furnish **all GST details** separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status. We will not furnish any 'Concessional " Form.
3. **Goods and service Tax (GST) & Cess**
 - 3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
 - 3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
 - 3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 21AAACB4146P1ZR

NAME - BHEL PSSR SITE OFFICE, DARLIPALI 2X800 MW STPP

ADDRESS - BHEL SITE INCHARGE, BHEL SITE OFFICE, DARLIPALI 2X800 MW STPP

P.O DARLIPALI , SUNDARGARH- District. ODHISA- 770 072

- 3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL
4. **All taxes and duty other than GST & Cess and BOCW Cess**
The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
5. **Statutory Variations**
Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favor of BHEL. No other variations shall be allowed during the tenure of the contract.
6. **New Taxes/Levies –**
In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.
7. **Direct Tax**
BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

8. **LIQUIDATED DAMAGES & RISK PURCHASE:** Seller is to understand that “Time is the essence of the contract”. Hence the delivery of the goods s mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.

The Purchaser reserves the right to levy liquidated damages @1/2 percent of the value of the goods delayed beyond the due date, for each week of delay or part thereof without prejudice to any other relief or compensation due to Purchaser under any other conditions of the order subject to a limit of 10%, unless the delivery extension is given. In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.

9. **SPECIAL INSTRUCTIONS:**

- (a) Vendor has to submit THE MATERIAL SAFETY DATA SHEET for transportation & handling of offered chemicals along with offer.
- (b) Vendor should transport the chemicals through reliable transporters who have ensured to drive the vehicle with nondrinker drivers and proven facilities for safe transportation of chemicals. (Emergency Management Card should accompany during supplies).
- (c) Legal compliances such as factories licenses, consents to operate from state control boards (SPCBs) & Hazardous waste authorization from SDPCBs (If applicable and relevant) shall be furnished.
- (d) Inspection Report and Guarantee/Warranty Certificate to be furnished along with supply.
- (e) If the chemical is transported through tanker and unloading at destination is delayed beyond two days a sum of Rs 1200/- per day for supplies up to 10 MTon tankers. Rs 1500/- per day for supplies up to 15 MTons and Rs 2000/- per day for more than 15 MTons will be paid as tanker detention charges up to the date of tanker release beyond two days (This is an unaltered mandatory clause of PO).
- (f) Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
- (g) Please seek all the clarifications, if any, before quoting and submit a “ NO DEVIATION CERTIFICATE”. Agreeing to all terms and conditions.

10. ***SPLITTING THE ORDER: BHEL have the rights to place orders on Item wise or Package or more than one Vendor.***

11. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (**as available on www.bhel.com**).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder

in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

12. The offers of the bidders who are under suspension as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site “www.bhel.com → tender notification”.
13. It may be noted that guidelines / rules in respect of ‘Suspension of Business dealings’ available on BHEL web site “www.bhel.com → Supplier Registration”, ‘Vendor evaluation format’, Quality, Safety & HSE guidelines’, etc may undergo change from time to time and the latest one shall be followed.
14. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
15. **commitment, performance of the contract and punitive action thereof:**
 - 15.1 **Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
 - 15.2 **Commitment by Bidder / Supplier / Contractor:**
 - 15.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - 15.2.2 The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - 15.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

16. 100% payment will be released within 30 days against Supply and on acknowledged receipt of materials (OR) SRV issued by the consignee.
17. Vendor should submit their offer along with Manufacturers Test Certificate, Detailed specification, Product Catalogues, Performance Certificates obtained from the Previous customers, The manufacturer QAP, BOQ, Drawings, including General Arrangement Drawings etc .
18. Inspection will be carried out at supplier works by BHEL or BHEL Approved Third Party Agency (TPIA). To carry out the inspection the Supplier is requested offer Inspection call well in advance along with BHEL approved QAP General Arrangement Drawings and to arrange the item with all Testing arrangements including arrangements etc. and detailed inspection plan .
19. **Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:**

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application

- (a). Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

- (b). Valid NISC certificate
- (c). Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)
- (d). Valid EM II certificate along with attested copy of CA certificate as per prescribed format Annexure -1 applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006)at time of tender evaluation. " Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

- (e). MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents.

Payment Terms:

- (a). Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

- a) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be followed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprise shall be allowed to supply upto 20% of total tendered value.
- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- c) In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

- 20. Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
- 21. Please seek all the clarifications, if any, before quoting and submit a “ **NO DEVIATION CERTIFICATE**”. Agreeing to all terms and conditions

22. CONSIGNEE ADDRESS:

BHEL GSTN - 21AAACB4146P1ZR

ADDRESS – BHEL SITE INCHARGE, BHEL SITE OFFICE, DARLIPALI 2X800 MW STPP
P.O DARLIPALI , SUNDARGARH- District. ODHISA- 770 072

- 23. The offer validity should be **90 days** from the date of opening of Tender.

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website, <https://bheleps.buyjunction.in> www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject work, tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and conditions of the RA shall be as follows:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for RA (quoted against this tender enquiry) will have to necessarily submit “ on line sealed bid” in the RA. Non submission of “on line sealed bid” by the bidder will be consider as tampering of the tender process and will invite action by BHEL as per extent guide lines in vogue”.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. “Business rules’ like event date, time, bid decrement extensions etc., also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure-IV) before start of Reverse auction. Without this the bidder shall not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (eg., EXCEL sheet) which will help to arrive at “Total Cost to BHEL’ like packing & forwarding charges, Taxes and duties, Freight charges, Insurances, Service Tax for services and loading factors (for non compliance to BHEL standard commercial terms and conditions) for each of the bidder to enable them to fill in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to Fax / e-mail the duly signed Filled-in prescribed format for price breakup including that of line items, if required (Annexure- VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL will shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auction site of service provider, using the Login IDs passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction” which will be communicated before the Reverse Auction.
13. If the bidder or any of his representative are found to be involved in price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted.
14. The Bidder shall not divulge either his bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for Reverse Auction procedure the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

TECHNO COMMERCIAL

SL.NO	Description	Qty	Mandatory Vendor Confirmation
1	(1). Quote Submitted for Trisodium Phosphate (TSP) $\text{Na}_3\text{PO}_4 \cdot 12\text{H}_2\text{O}$ as per IS 573:1992, Reaffirmed 2010 Assay (17.5% P2O5, min)	1050 Kgs	
	(2). Quote Submitted for Sodium Nitrite as per IS:879:1981, Technical grade, assay 97%, min	2150 Kgs	
	(3). Quote Submitted for Liquor Ammonia: Analytical grade 25% Conc as per IS:799 - 1985/ Reaffirmation on year 2010	6700 Ltrs	
	(4). Quote Submitted for Liquor Ammonia: Analytical grade 25% Conc as per IS:799 - 1985/ Reaffirmation on year 2010	26000 Ltrs TANKER SUPPLY	
	(5). Quote Submitted for Hydrazine Hydrate: 80% concentration as per IS 12086:1987, Reaffirmed 2013	3568 Kgs	
	(6). Quote Submitted for Di Sodium Phosphate, DODECAHYDRATE, $\text{Na}_2\text{HPO}_4 \cdot 12\text{H}_2\text{O}$ Technical grade assay 98% on Dry basis as per IS:566:1984, Reaffirmation year 2010	550 Kgs	
2	The Rates Quoted should be firm till the completion of the Order. No revision in rate shall be entertained after opening of the tenders.		
3	NODEVIATION CERTIFICATE (to be attached with Letter Head)		
4	Whether falling under MSME category (Valid Certificate to be Attached)		
5	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).		
6	Comply to BHEL Payment Terms as per Tender		
7	Manufacturers Test Certificate, Detailed specification, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any (same to be attached).		
8	Packing & Forwarding in % (For each sites)		
9	Freight Charges in %		
10	Transit Insurance Charges in %		

Vendor Sign and Office seal

TECHNO COMMERCIAL

Other Charges (Which Attracts GST If any) in %		
11	(a).	
12	(b).	
13	Sub Total (a+b)	
14	GST on .Base Price+P&F +Freight+Transit Insurance+other Charges. (ie,.CGST+SGST+IGST+UTGST)	
15	CESS ON GST (IF APPLICABLE)	
16	GST CREDIT PASSED ON TO BHEL	
17	GST Registration No & details (same to be attached)	
18	Comply to Participate in Reverse Auction	
19	Person & Contact Details for getting correct information from vendor side	

Vendor Sign and Office seal

ANNEXURE-I

Certificate By Chartered Accountant On Letter Head Of The C.A. FIRMTO WHOM SO EVER IT MAY CONCERN

This is to Certify that M/s,

(hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)

..... dtd:..... ,

Category: (Micro /Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for..... Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

NO DEVIATION CERTIFICATE

I.....OF

M/s.HERE BY CERTIFY

THAT THERE IS NO DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL or COMMERCIAL AND

I AM AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

BHEL : PSSR : CHENNAI

DETAILS OF CONTRACTOR/SUPPLIER FOR E REMITTANCE OF PAYMENTS BY BHEL PSSR/CHENNAI

1 NAME & ADDRESS OF THE CONTRACTOR/SUPPLIER

2 BANK A/C NO

3 TYPE OF A/C (CC / CURRENT)

4 NAME OF THE BANK

5 NAME OF THE BRANCH

6 BRANCH CODE

7 BANKER'S ADDRESS

8 MICR NO

9 IFSC CODE

THE CONTRACTOR / SUPPLIER ,DULY ATTESTED BY THEIR BANKERS